

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

HEATHER STEWART,

Debtors.

No. 17-41711

EX PARTE APPLICATION FOR
APPOINTMENT OF REAL ESTATE
AGENT

COMES NOW the Trustee, Kathryn A. Ellis, and states as follows:

1. Among the assets of the bankruptcy estate is the debtor's interest in certain real property located at 8305 Cirque Dr W #5, University Place, WA.

2. The Trustee believes that it is in the best interest of the estate and of the creditors of the estate to sell this asset.

3. The Trustee further believes that it is in the best interest of the estate, pursuant to 11 U.S.C. § 327, to hire Robin Tomazic and RE/MAX Metro Realty Inc. as the real estate agent and broker to sell this property.

4. Robin Tomazic and RE/MAX Metro Realty Inc. are requesting a six percent (6%) commission of the sale price, to be divided as set forth in the listing agreement attached hereto. If no sale is approved, there will be no commission paid. However, if the listing agent obtains a ready, willing and able buyer to purchase the property on the terms in this listing agreement, and for other reasons the sale is not approved by the Court, the Trustee may seek compensation for the agent, pursuant to the terms of the listing agreement.

5. The named real estate agent has no interest adverse to this estate. Based upon the

***EX PARTE* APPLICATION FOR
APPOINTMENT OF REAL ESTATE AGENT - 1**

KATHRYN A. ELLIS, ESQ.
5506 6th Ave S
Suite 207
Seattle, WA 98108
(206) 682-5002

1 Declaration of Disinterest submitted herewith, the Trustee is aware of no connections between
2 Robin Tomazic or RE/MAX Metro Realty Inc. and the debtor, creditors, any party in interest,
3 their respective attorneys and accountants, the United States Trustee, or any person employed in
4 the office of the United States Trustee.
5

6 6. A copy of the listing agreement is attached hereto and incorporated herein by this
7 reference. Upon approval of this application, the Trustee will sign the attached listing agreement.

8 No notice to creditors of this application is necessary pursuant to 11 U.S.C. § 102 (1) and
9 Bankruptcy Rule 2002.

10 WHEREFORE, the Trustee applies for authority to employ the named realtor to sell the
11 above-mentioned property.
12

13 DATED this 20th day of November, 2017.

14
15 /s/ Kathryn A. Ellis

Kathryn A. Ellis, Trustee

16 The undersigned declares under the penalty of perjury that he provided the Office of the
17 United States Trustee with a copy of this Application, Declaration of Disinterest and
18 proposed order pursuant to LBR 2014-1 (b) and has received authorization from the
Office of the United States Trustee to file the same.

19 DATED this 21st day of November, 2017 at Seattle, Washington.

20
21 /s/ Christopher Williams

22 Christopher Williams

23 Assistant to Kathryn A. Ellis

24 C:\Shared\KAE\Dox\TRUSTEE\HStewart\Tomazic_app.wpd
25
26
27
28

**EX PARTE APPLICATION FOR
APPOINTMENT OF REAL ESTATE AGENT - 2**

KATHRYN A. ELLIS, ESQ.
5506 6th Ave S
Suite 207
Seattle, WA 98108
(206) 682-5002

EXCLUSIVE SALE AND LISTING AGREEMENT

Kathryn A. Ellis, Chapt. 7 Bankruptcy Trustee for Stewart ("Seller") hereby grants to, 1
Seller
RE/MAX Metro Realty Inc. ("Firm") from date hereof until midnight of 2
____ ("Listing Term"), the exclusive right to sell the real property ("the Property") 3
commonly known as 8305 Cirque Dr W #5, City University Place, 4
County Pierce, WA, Zip 98467; and legally described on Exhibit A. 5

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" 6
includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 7
purchase. 8
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Robin Tomazic 9
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 10
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 11
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 12
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 13
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 14
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 15
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 16
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 17
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 18
3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 19
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), 20
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 21
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 22
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 23
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 24
newspapers, open houses, previews, showings, or tours. 25
4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 26
prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 27
willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 28
one and strike the other) 6 % of the sales price, or \$ _____ ("Total Commission"). From the 29
Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 30
(fill in one and strike the other) 2.5 % of the sales price, or \$ _____. Further, if Seller shall, within 31
six months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 32
through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 33
Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 34
member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 35
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 36
legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 37
Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 38
5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 39
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 40
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 41
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 42
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 43
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 44
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 45
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 46
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 47
6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by 48
members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and 49
appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm 50
first making reasonable efforts to obtain Seller's approval. 51

Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

EXCLUSIVE SALE AND LISTING AGREEMENT
Continued

7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.
8. **CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service.
9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement.
10. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030.
11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.
12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.
14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

Are the undersigned the sole owner(s)? ☐ YES ☐ NO

Seller's Signature Date

Real Estate Firm

Seller's Signature Date

Broker's Signature Date

CONDOMINIUM LISTING INPUT SHEET (page 1 of 4)

PROPERTY TYPE **2**

• Indicates Required Information () Indicates Maximum Choice *Indicates "Yes" By Default

ADDRESS

Pierce **University Place** **98467**
 • County • City • ZIP Code + 4

33
 • Area • Community/District

8305 **-** **Cirque**
 • Street # (HSN) Modifier Direction • Street Name

Drive **W** **5**
 Suffix Post Direction Unit #

LISTING

\$ 140,000.00 **771400-005-0** **Yes**
 • Listing Price • Listing Date • Expiration Date • Tax ID# • Preliminary Title Ordered

• Offers (1)
☒ Seller intends to review offers upon receipt
☐ Seller to review offers on Offer Review Date (may review/accept sooner)

Offer Review Date **No**
 (required if 2nd "Offers" option is selected) FIRPTA withholding required?

LOCATION

No **Somerset Place Condo**
 CO-OP Building/Complex Name

MAP BOOK **Map Page** **Top Map** **Side Map**
 Coord. Coord.

PROPERTY INFORMATION

Yes **Yes** **Yes** **Yes** **Yes**
 • Prohibit Blogging • Allow Automated Valuation • Show Map Link • Internet Advertising • Show Address to Public

2.5
 • SOC (Selling Office Com.) Selling Office Commission Comments (40 characters maximum)

1975 **1988** **tax records**
 • Year Built Effective Year Built Effective Year Built Source

1,010
 • ASF - Total (Square Feet) Lot Size (Square Feet) Lot Size Source

Virtual Tour URL (Please include http://)

BROKER INFORMATION

3104 **Robin Tomazic 206-799-9277** **7008** **RE/MAX Metro Realty 206-322-5700**
 • LAG Broker Name and Phone Listing Firm - ID# Firm Name and Phone

Co Broker - ID# **Co Broker Name and Phone** **Co Firm - ID#** **Co Firm Name and Phone**

INITIALS: Seller Date Seller Date Broker Date

CONDOMINIUM LISTING INPUT SHEET (page 2 of 4)

PROPERTY
TYPE **2**

LISTING INFORMATION

Listing Address:

LAG # 3104

Tracie		HOA Community	253-985-3812	
Manager's Name	Manager's Phone No.	Assoc. Contact Name	Assoc. Phone No.	Owner Occupancy %
• Possession (3) <input type="checkbox"/> Closing <input type="checkbox"/> Negotiable <input type="checkbox"/> See Remarks <input type="checkbox"/> Sub.Tenant's Rights	• Showing Information (10) <input type="checkbox"/> Appointment <input type="checkbox"/> Call Listing Office <input type="checkbox"/> Day Sleeper <input type="checkbox"/> Gate Code Needed <input type="checkbox"/> MLS Keybox <input type="checkbox"/> Other Keybox <input type="checkbox"/> Owner-Call First	<input type="checkbox"/> Pet in House <input type="checkbox"/> Power Off <input type="checkbox"/> Renter-Call First <input type="checkbox"/> Security System <input type="checkbox"/> See Remarks <input type="checkbox"/> Vacant	• Potential Terms (10) <input type="checkbox"/> Assumable <input type="checkbox"/> Cash Out <input type="checkbox"/> Conventional <input type="checkbox"/> Farm Home Loan <input type="checkbox"/> FHA <input type="checkbox"/> Lease/Purchase <input type="checkbox"/> Owner Financing	<input type="checkbox"/> Rehab Loan <input type="checkbox"/> See Remarks <input type="checkbox"/> State Bond <input type="checkbox"/> VA
• Tax Year \$ _____ • Homeowner Dues Include (6) <input type="checkbox"/> Cable TV <input type="checkbox"/> Central Hot Water <input checked="" type="checkbox"/> Common Area Maintenance <input type="checkbox"/> Concierge	• Annual Taxes <input type="checkbox"/> Earthquake Insurance <input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Lawn Service <input type="checkbox"/> Road Maintenance	• Senior Exemption No • Monthly HO Dues \$ 315.00	Right of First Refusal No Monthly Rent - if rented	
Exempt • Form 17	No Special Assessment	\$ Spec. Assessment	Project Approved by FHA	

SCHOOL & OWNER INFO.

University Place	Sunset Elementary		
• School District	Elementary School	Junior High/Middle School	Senior High School
undisclosed		undisclosed	Vacant
• Owner Name	Owner Name 2	• Owner's Phone	• Occupant Type
000-000-0000	Seattle, WA	vacant	
• Phone to Show	• Owner's City and State	Occupant's Name	
	• Bank Owned/REO	• 3rd Party App. Req. (2) <input type="checkbox"/> None <input type="checkbox"/> Short Sale <input type="checkbox"/> Other - See Remarks	• Auction

SITE INFORMATION

View (6) <input type="checkbox"/> Bay <input type="checkbox"/> Canal <input type="checkbox"/> City <input type="checkbox"/> Golf Course <input type="checkbox"/> Jetty <input type="checkbox"/> Lake <input type="checkbox"/> Mountain <input type="checkbox"/> Ocean <input type="checkbox"/> Partial <input type="checkbox"/> River <input type="checkbox"/> See Remarks <input type="checkbox"/> Sound <input type="checkbox"/> Strait <input type="checkbox"/> Territorial	Lot Details (7) <input type="checkbox"/> Alley <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul-de-sac <input type="checkbox"/> Curbs <input type="checkbox"/> Dead End Street <input type="checkbox"/> High Voltage Line <input type="checkbox"/> Open Space	Waterfront (5) <input type="checkbox"/> Bank-High <input type="checkbox"/> Bank-Low <input type="checkbox"/> Bank-Medium <input type="checkbox"/> Bay <input type="checkbox"/> Bulkhead <input type="checkbox"/> Canal <input type="checkbox"/> Creek <input type="checkbox"/> Jetty	<input type="checkbox"/> Lake <input type="checkbox"/> No Bank <input type="checkbox"/> Ocean <input type="checkbox"/> River <input type="checkbox"/> Saltwater <input type="checkbox"/> Sound <input type="checkbox"/> Strait		
Common Property Features(14) <input type="checkbox"/> Age Restriction <input type="checkbox"/> Athletic Court <input type="checkbox"/> Boat House <input checked="" type="checkbox"/> Cable TV <input type="checkbox"/> Club House <input type="checkbox"/> Disabled Access <input type="checkbox"/> Elevator <input type="checkbox"/> Exercise Room <input type="checkbox"/> Fire Sprinklers <input type="checkbox"/> Game/Rec Rm <input type="checkbox"/> Golf Course <input type="checkbox"/> High Speed Int Avail <input type="checkbox"/> Hot Tub <input checked="" type="checkbox"/> Laundry Room <input type="checkbox"/> Lobby Entrance <input type="checkbox"/> Moorage <input type="checkbox"/> Outside Entry <input type="checkbox"/> Pool-Indoor <input checked="" type="checkbox"/> Pool-Outdoor <input checked="" type="checkbox"/> RV Parking <input type="checkbox"/> Sauna <input checked="" type="checkbox"/> Security Gate <input type="checkbox"/> See Remarks <input checked="" type="checkbox"/> Trails					
• Parking Type (4) <input type="checkbox"/> Carport <input type="checkbox"/> Common Garage <input type="checkbox"/> Individual Garage <input type="checkbox"/> None <input checked="" type="checkbox"/> Off Street <input checked="" type="checkbox"/> Uncovered					
No. of Assigned Parking Spaces	Parking Space Numbers	1 Floor No. of Unit	2 No. of Stories in Building	30 No. of Units in Building	No. of Units in Complex

INITIALS:

Seller _____ Date _____ Seller _____ Date _____ Broker _____ Date _____

CONDOMINIUM LISTING INPUT SHEET (page 3 of 4)

PROPERTY
TYPE **2**

Listing Address:

LAG # 3104

BUILDING INFORMATION

• Cats/Dogs (3)

- ☐ Cats Only ☐ See Remarks
☐ Dogs Only ☒ Subject to Restrictions
☐ No Dogs or Cats
☐ No Restrictions

• Exterior (4)

- ☐ Brick ☐ Metal/Vinyl ☒ Wood
☐ Cement Planked ☐ See Remarks ☐ Wood Products
☐ Cement/Concrete ☐ Stone
☐ Log ☒ Stucco

• Roof (3)

- ☐ Built-up ☐ Metal
☐ Cedar Shake ☐ See Remarks
☒ Composition ☐ Tile
☐ Flat ☐ Torch Down
☐ Green (Living)

No

• Number of
Access Stairs

• New Construction

New Construction State

Remodeled/Updated

• Square Footage Source

Architecture

32 - Townhouse

• Style Code

Storage Location

Storage No.

Window Coverings

GREEN BUILDING INFO

Green Certification (4)

- ☐ Built Green™
☐ LEED™
☐ Northwest ENERGY STAR®
☐ Other - See Remarks

Built Green™

LEED™

Northwest ENERGY STAR®

Construction Methods (2)

- ☐ Advanced Wall ☐ Steel & Concrete
☐ Double Wall ☐ Strawbale
☐ Ins. Concrete Form (ICF) ☐ Structural Ins. Panel (SIPs)
☐ Post & Beam ☐ Tilt-up
☐ Standard Frame

EPS Energy Score (0-99,999kWh)

HERS Index Score (0-150)

INTERIOR FEATURES

Leased Equipment

Water Heater Type

Water Heater Location

• Energy Source (6)

- ☒ Electric
☐ Geothermal
☐ Ground Source
☐ Natural Gas
☐ Oil
☐ Pellet
☐ Propane
☐ See Remarks
☐ Solar (Unspecified)
☐ Solar Hot Water
☐ Solar PV
☐ Wood

• Heating/Cooling (8)

- ☐ 90%+ High Efficiency ☐ Insert
☒ Baseboard ☐ None
☐ Central A/C ☐ Other - See Remarks
☐ Ductless HP-Mini Split ☒ Radiant
☐ Forced Air ☐ Radiator
☐ Heat Pump ☐ Stove/Free Standing
☐ HEPA Air Filtration ☐ Tankless Water Heater
☐ High Efficiency (Unspecified) ☐ Wall
☐ Hot Water Recirc Pump ☐ Window Unit A/C
☐ HRV/ERV System

Floor Covering (5)

- ☐ Bamboo/Cork
☒ Ceramic Tile
☐ Concrete
☐ Fir/Softwood
☐ Hardwood
☐ Laminate
☐ Other Renewable
☐ See Remarks
☐ Slate
☐ Vinyl
☐ Wall to Wall Carpet

Unit Features (11)

- ☐ Alarm System ☐ Jetted/Soaking Tub
☐ Balcony/Deck/Patio ☐ Master Bath
☐ Central Vacuum ☐ Penthouse
☐ Disabled Access ☐ Skylights
☐ End Unit ☐ Top Floor
☐ French Doors ☐ Vaulted Ceilings
☐ Ground Floor ☐ Walk-in Closet
☐ Insulated Windows ☐ Yard

Appliance Hookups (6)

- ☐ Cooking-Electric
☐ Cooking-Gas
☐ Dryer-Electric
☐ Dryer-Gas
☐ Ice-Maker
☐ Washer

Appliances That Stay (10)

- ☐ Dishwasher ☐ Refrigerator
☐ Double Oven ☐ See Remarks
☐ Dryer ☐ Trash Compactor
☐ Garbage Disposal ☐ Washer
☐ Microwave
☐ Range/Oven

Lower Fireplaces

Upper Fireplaces

Main Fireplaces

Type of Fireplace

COMMUNITY INFO

Bus Line Nearby

Bus Route Number

INITIALS:

Seller

Date

Seller

Date

Broker

Date

Listing Address:

LAG # 3104

ROOM LOCATION

• Level (1) U for Upper M for Main L for Lower S for Split G for Garage

Entry	<u>M</u>	Kit w/o Eating Space	_____	Family Room	_____
Living Room	<u>M</u>	Master Bedroom	_____	Utility Room	_____
Dining Room	_____	Bonus Room	_____	Great Room	_____
Kit with Eating Space	<u>M</u>	Den/Office	_____		

No. of Bedrooms U 2 M _____ L _____

No. of Full Baths U 1 M _____ L _____ G _____

No. of 3/4 Baths U _____ M _____ L _____ G _____

No. of 1/2 Baths U _____ M 1 L _____ G _____

REMARKS

Marketing Remarks. CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. These remarks will appear in the client handouts and websites. (500)

Two Bedroom / 1.5 Ba Townhome in gated Somerset Place. Lives like a detached home with wood burning fireplace for cozy nights & updated kitchen with ceramic tile floors and radiant floor heat! Master bedroom upstairs has huge closet, attached bath, and private deck overlooking greenbelt. Community features include swimming pool, greenbelt, and RV storage on site. Large storage unit 6x6.

Confidential Broker-Only Remarks. Comments in this category are for broker's use only. (250)

Escrow with Law Offices of Wanda Reif Nuxoll. Offers subject to court approval - see attached docs for more details.

• Driving Directions to Property (200)

INITIALS:

Seller	Date	Seller	Date	Broker	Date
--------	------	--------	------	--------	------

Addendum to Exclusive Listing Agreement

Date: November 15, 2017

Property: 8305 Cirque Dr W #5, University Place, WA 98467

Seller/Trustee: Kathryn A. Ellis

Case Number 17-41711

Trustee Phone Number: 206-682-5002

Debtor: Heather Stewart

Listing Firm: RE/MAX Metro Realty Inc.

MLS Office number: 7008

Listing Broker: Robin Tomazic

LAG number: 3104

Firm Address: 2312 Eastlake Ave E, Seattle, WA 98102

Email: Robin@RMTrealestate.com

Phone number: 206-799-9277

This Addendum modifies the Listing Agreement for the listing and property commonly identified above.

1. **Short Sale.** This property may be being sold as a short sale. Any sale is subject to approval of lienholders of record, which approval may be conditioned on modifications to the agreement and/or to the listing agreement. The Bankruptcy Trustee has no control over lienholder approval and cannot guarantee that any offer will be accepted.

2. **Bankruptcy Sale.** This property is being sold by the Bankruptcy Trustee in a pending bankruptcy case. The Bankruptcy Trustee does not own the Property or have the right to sell the Property without the approval of the Bankruptcy Court, which approval may be conditioned on modifications to the agreement and/or to the listing agreement. The Bankruptcy Trustee has no control over court approval and cannot guarantee that any offer will be accepted. All sales are contingent upon Bankruptcy Court approval.

3. **Knowledge and Warranties Regarding Property.** The Bankruptcy Trustee has no personal knowledge of the Property, and expressly disclaims all warranties that any information provided in this listing is accurate or complete. All sales shall be as-is with no warranties of any kind. Buyer will be required to fully investigate all aspects of the Property to Buyer's satisfaction.

4. **Deed.** Title shall be conveyed by a Trustee's Quitclaim Deed free and clear of liens and interests, pursuant to court order. The Bankruptcy Trustee makes no warranties or representations of any kind with respect to title and shall assume no liabilities concerning the Property after closing.

5. **Commissions.** If the commission is reduced by the court or a lienholder as a condition to approval, then the reduction of the commission shall be determined pursuant to NWMLS Rules. For purposes of this paragraph, commission modifications imposed by the Court shall be treated that same as modifications imposed by creditors.

6. **Delayed Listing and Listing Price.** RE/MAX Metro Realty Inc. will conduct or contract an appraisal, broker price opinion, or comparative market analysis on the above mentioned property. Upon completion, the listing price shall be established and the Bankruptcy Trustee authorizes RE/MAX Metro Realty Inc. to continue to adjust the listing price at RE/Max Metro Realty Inc.'s discretion without further notice until an acceptable purchase offer is received unless otherwise expressly notified in writing. Additionally, it will be necessary to coordinate with any existing occupant(s) of the property prior to listing the property. The Bankruptcy Trustee authorizes RE/MAX Metro Realty Inc. to delay listing the

property with the multiple listing service(s) until the valuation and coordination with occupants is complete.

7. **Seller Info Undisclosed.** In consideration that the Bankruptcy Trustee is not a homeowner Seller, Seller requests that Seller's name and phone number be omitted from the information included in the Property's listing and shall not be made available to other real estate Brokers.

8. **Presentation to Listing Firm.** In consideration that the Bankruptcy Trustee is not a homeowner Seller, Seller requests that all offers only be presented to or through the Listing Firm and only offers which have been deemed acceptable for mutual acceptance at the discretion of RE/MAX Metro Realty Inc. shall be presented to the Seller.

9. **Bankruptcy Trustee Carve Out/Buyer's Premium.** To obtain Bankruptcy Court approval of this transaction, Seller will have to show that the sale will provide a benefit to the unsecured creditors in the Case. The amount of the Bankruptcy Trustee Carve Out/Buyer's Premium shall be calculated based on the Purchase Price as follows: 25% of the first \$5,000 or less, 10% of any amount in excess of \$5,000 but not in excess of \$50,000, 5% of any amount in excess of \$50,000 but not in excess of \$1,000,000, and 3% of any amounts in excess of \$1,000,000; the sum of which shall be no less than \$20,000. This fee shall be paid by the Buyer at closing. The Buyer's Premium shall be paid in cash at closing and is in addition to the Purchase Price. These fees shall be fully disclosed on any and all settlement statement(s) in association with the transaction.

10. **Bankruptcy Court Filing Fee.** Buyer shall be responsible for paying the Bankruptcy Court Filing Fee. If paid by the buyer, the check shall be delivered to the Bk Trustee's office not later than 2 business days after mutual acceptance of this Agreement. Buyer acknowledges and agrees to pay the sum of \$181 as a non-refundable fee to the United States Bankruptcy Court for the Bankruptcy Trustee's filing of a motion to approve sale free and clear of liens. In the event that the sale closes, Buyer shall be entitled to credit at closing for the fee. In the event that this sale does not close, for whatever reason, the fee shall be considered non-refundable and shall not be credited or repaid to the Buyer. If the sale closes, the Bankruptcy Trustee agrees to credit the Buyer the amount of the fee from proceeds of the Bankruptcy Trustee Carve Out/Buyer's Premium at closing.

10. **Offers.** All purchase and sale agreements are subject to approval of the Bankruptcy Court. The Trustee will apply to the Bankruptcy Court for approval of the sale set forth herein as soon as reasonably practicable. If the Trustee receives a better offer on the property prior to the court hearing, the Trustee may accept such offer contingent upon approval of the court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from the agreement will not change the law. The Trustee agrees, however, to follow the procedures set forth in the next paragraph allowing the Buyer(s) to attempt to match a competing offer.

11. **Competing Offers.** The Trustee agrees to notify Buyer regarding any other competing offers received, and provide a copy of the same to Buyer or Buyer's Agent upon receipt of the competing offer. Buyer has the right to participate in any 'bidding' process at that time or at the time of the Court Hearing to approve this Sale.

Seller _____ Kathryn A. Ellis, Trustee

Broker _____ Robin Tomazic